

Geneva, Nov 25, 2016

Cloudy, with Apps

How to navigate the digital world of today and tomorrow?



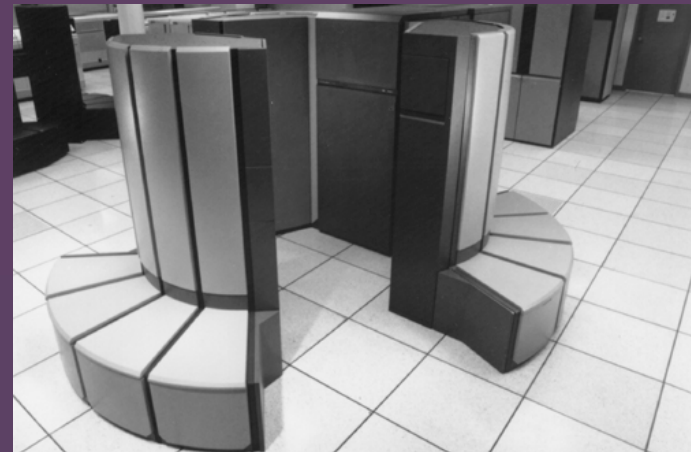
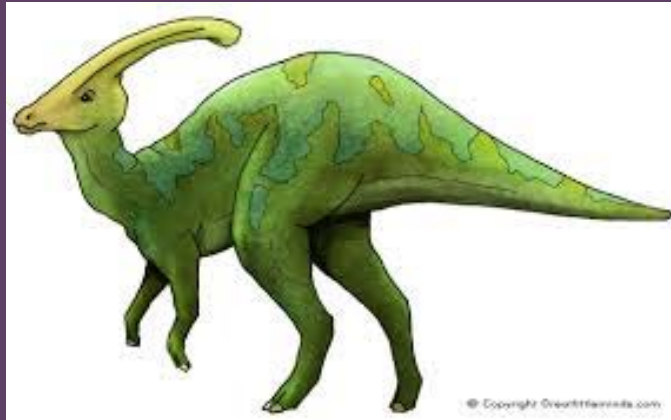
1980s Software coding
1996 Ph.D., E Commerce
1997 LLM, Columbia U, NY
1998 Bar admission, NY
1999 Bar admission, CH
2000 Private practice, Geneva
2003 Private practice, NY
2006 Partner, BCCC, Geneva
2012 Founder, id est avocats
2016 Speaker, AIBL Luncheon



A boutique corporate and technology
law firm helping innovative businesses,
successful entrepreneurs, top VCs and
global brands navigate today's digital
world



BRIEF HISTORY OF IT FOR LAWYERS



1970



BRIEF HISTORY OF IT FOR LAWYERS

- 1970 - Hardware you own as you purchased it



BRIEF HISTORY OF IT FOR LAWYERS



1990



BRIEF HISTORY OF IT FOR LAWYERS

- 1970 - Hardware you own as you purchased it
- 1990 - Software you use as someone licensed it



BRIEF HISTORY OF IT FOR LAWYERS



2010

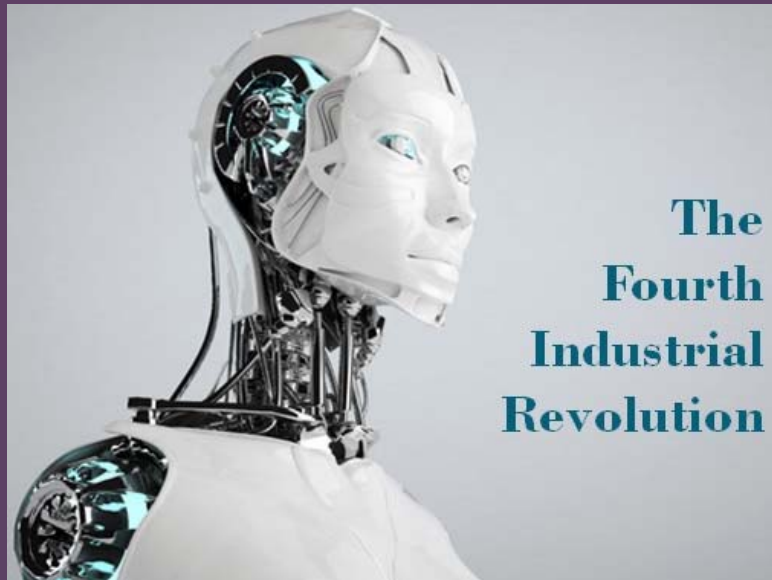


BRIEF HISTORY OF IT FOR LAWYERS

- 1970 - Hardware you own as you purchased it
- 1990 - Software you use as someone licensed it
- 2010 - Solution you access as someone authorized it



BRIEF HISTORY OF IT FOR LAWYERS



Future



BRIEF HISTORY OF IT FOR LAWYERS

- 1970 - Hardware you own as you purchased it
- 1990 - Software you use as someone licensed it
- 2010 - Solution you access as someone authorized it
- Future - Functions that self-execute as AI dictates



BRIEF HISTORY OF IT FOR LAWYERS

- 1970 - Hardware you own as you purchased it **Sales**
- 1990 - Software you use as someone licensed it **IP licenses**
- 2010 - Solution you access as someone authorized it **Services**
- Future – Functions that self-execute as AI dictates **«Smart» contracts**



LEGAL CHALLENGES

☰ Data ownership

☰ Concentration of powers by a few players

☰ No escape



LEGAL CHALLENGES

I≡ Data ownership and liability ?

I≡ Data is the new oil (big data | smart data)

I≡ Legal concepts are historically linked to (personal) data (evolving) status

I≡ Treatment of “non regulated” data ? Ownership ? Security ?

I≡ Risk mitigation strategies ?



LEGAL CHALLENGES

I≡ Concentration of powers in the hands of a few

I≡ GAFA

I≡ Absence of true negotiation leverage

I≡ Litigation and enforcement issues

I≡ Risk mitigation strategies ?



LEGAL CHALLENGES

☰ No escape

☰ Cookies

☰ Apps in purchases

☰ AI

☰ Risk mitigation strategies ?



LEGAL CHALLENGES

*Last thing I remember, I was
Running for the door
I had to find the passage back
To the place I was before
"Relax," said the night man,
"We are programmed to receive.
You can check-out any time you like,
But you can never leave!"*



CHALLENGES FOR LAWYERS

- ☰ Compliance (data processing, IP)
- ☰ Switch from legal opinions to critical risk assessments
- ☰ Limited technical and business understanding...
“The Code is the Law”



CHALLENGES FOR LAWYERS

24. Other communication will pass off between the Client and the AW who is authorized to conduct the case. If "Attorney" is mentioned in the further text, the appropriate step will be realized by the AW, optionally by other accredited person from the Attorney's office according to demands of the task and a work plan in the Attorney's office.
25. New Client's legal cases or new steps in the case at issue will be sent or passed on directly to the AW in the form of a written or electronic request with a detailed description of the Client's demand.
26. The AW will confirm acceptance of a particular case. In case it will be necessary to decide on further strategy of the case conducting, the strategy will be resolved at a joint meeting of the Attorney, the AW and the Client.
27. If the AW requires any documents, materials or information in order to provide legal assistance duly and properly, she will contact the Client by phone, via e-mail or fax; only after the vain exhaustion of these communication means she will contact him/her in writing.
28. The contractual parties agree that they will notify the second contractual party of information about any delivered documents from an adverse party, courts or administrative bodies without delay by sending such documents by fax or via e-mail. In case of materials exceeding 4 pages, the Attorney can send these documents by post. This procedure pertains to all judicial notifications, judgments, petitions, statements, opinions and documents incoming from the competent authorities, including courts and state agencies.
29. If the Attorney requires the Client to express an opinion on actual problems, she will send the Client her covering letter together with the corresponding document informing the Client about consequences following from the document. In the covering letter there will be specified a date by which Client's comments are requested. Should the Client fails to furnish the Attorney with the comments or directives within the time limit set by the Attorney, the Attorney will process the further steps according to her best discretion so the Client's interests will be protected at maximum. Should the Client respond to the Attorney's notice and give his/her opinions, the Attorney will consider the further steps and Client's claims' responsibility with regard to law in force and other conditions. The Attorney will inform the Client how she took his/her incentives into account, possibly why some of his/her proposals were not accepted from a legal point of view. The Attorney will send the Client a final wording of any filing under name of the Client for his/her information; this will be done especially via e-mail.
210. The Client is obliged to inform the Attorney forthwith about any materials concerning the case in which legal representation is granted according to this contract, as well as any facts the Client will learn and which relate to the object of legal representation grant.
211. In case a written power of attorney issued by the Client to the Attorney is essential for legal representation grant according to this contract, the Attorney will prepare its wording. The power of attorney will be signed either in the Attorney's office or in a written form: the Attorney will send the Client three duplicates of the power of attorney, which she already signed, and request the Client to sign them. In case of corporate body the authorized representative will sign the duplicates, and send them back to the law office. The Client will return the Attorney two signed duplicates of the power of Attorney via postal service and keep one duplicate of the power of attorney

```
contract token {
    mapping (address => uint) public coinBalanceOf;
    event CoinTransfer(address sender, address receiver, uint amount);

    /* Initializes contract with initial supply tokens to the creator of the contract */
    function token(uint supply) {
        if (supply == 0) supply = 10000;
        coinBalanceOf[msg.sender] = supply;
    }

    /* Very simple trade function */
    function sendCoin(address receiver, uint amount) returns(bool sufficient) {
        if (coinBalanceOf[msg.sender] < amount) return false;
        coinBalanceOf[msg.sender] -= amount;
        coinBalanceOf[receiver] += amount;
        CoinTransfer(msg.sender, receiver, amount);
        return true;
    }
}
```



QUESTIONS ?



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